

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION

4 IN RE GOOGLE PLUS PROFILE
5 LITIGATION

) Case No. 5:18-cv-06164-EJD (VKD)

)
) **DECLARATION OF STEVEN**
) **WEISBROT OF ANGEION GROUP,**
) **LLC IN SUPPORT OF MOTION FOR**
) **PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**
6
7
8

9 I, Steven Weisbrot, Esq., declare pursuant to 28 U.S.C. § 1746 as follows:

10 1. I am a partner at the class action notice and settlement administration firm Angeion Group,
11 LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal
12 knowledge.

13 2. I have been responsible in whole or in part for the design and implementation of hundreds
14 of court-approved notice and administration programs including some of the largest and most
15 complex notice plans in recent history. I have taught numerous accredited Continuing Legal
16 Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital
17 Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author
18 of multiple articles on Class Action Notice, Claims Administration, and Notice Design in
19 publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class
20 Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at
21 conferences throughout the United States and internationally.

22 3. I was certified as a professional in digital media sales by the Interactive Advertising Bureau
23 (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best*
24 *Practices—Implementing 2018 Amendments to Rule 23*.

25 4. I have given public comment and written testimony to the Judicial Conference Committee
26 on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media
27 and print publication, in effecting Due Process notice, and I have met with representatives of the
28

1 Federal Judicial Center to discuss the 2018 amendments to Rule 23 and suggest an educational
2 curriculum for the judiciary concerning notice procedures.

3 5. Prior to joining Angeion's executive team, I was employed as Director of Class Action
4 services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior
5 to my notice and claims administration experience, I was employed in private law practice.

6 6. My notice work comprises a wide range of settlements that include product defect, data
7 breach, mass disasters, false advertising, employment, antitrust, tobacco, banking, firearm,
8 insurance, and bankruptcy cases.

9 7. I have been at the forefront of infusing digital media, as well as big data and advanced
10 targeting, into class action notice programs. For example, the Honorable Sarah Vance stated in her
11 December 31, 2014 Order in *In Re: Pool Products Distribution Market Antitrust Litigation*, MDL
12 No. 2328:

13 To make up for the lack of individual notice to the remainder of the
14 class, the parties propose a print and web-based plan for publicizing
15 notice. The Court welcomes the inclusion of web-based forms of
16 communication in the plan.... The Court finds that the proposed
method of notice satisfies the requirements of Rule 23(c)(2)(B) and
due process.

17 The direct emailing of notice to those potential class members for
18 whom Hayward and Zodiac have a valid email address, along with
19 publication of notice in print and on the web, is reasonably calculated
to apprise class members of the settlement.

20 As detailed below, courts have repeatedly recognized my work in the design of class action notice
21 programs:

22 (a) On February 24, 2017, The Honorable Ronald B. Rubin in *James Roy et al. v.*
23 *Titeflex Corporation et al.*, No. 384003V (Md. Cir. Ct.), noted when granting preliminary approval
24 to the settlement:

25 What is impressive to me about this settlement is in addition to all the
26 usual recitation of road racing litanies is that there is going to be a)
27 public notice of a real nature and b) about a matter concerning not just
28 money but public safety and then folks will have the knowledge to
decide for themselves whether to take steps to protect themselves or
not. And that's probably the best thing a government can do is to arm

1 their citizens with knowledge and then the citizens can make a
2 decision. To me that is a key piece of this deal. ***I think the notice
3 provisions are exquisite.*** (Emphasis added).

4 (b) Likewise, on July 21, 2017, The Honorable John A. Ross in *In Re Ashley Madison*
5 *Customer Data Security Breach Litigation*, MDL No. 2669 (E.D. Mo.), stated in the Court’s Order
6 granting preliminary approval of the settlement:

7 The Court further finds that the method of disseminating Notice, as
8 set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on
9 Adequacy of Notice Program, dated July 13, 2017, and the Parties’
10 Stipulation—including an extensive and targeted publication
11 campaign composed of both consumer magazine publications in
12 People and Sports Illustrated, as well as serving 11,484,000 highly
13 targeted digital banner ads to reach the prospective class members
14 that will deliver approximately 75.3% reach with an average
15 frequency of 3.04 —***is the best method of notice practicable under
16 the circumstances and satisfies all requirements provided in Rule
17 23(c)(2)(B) and all Constitutional requirements including those of
18 due process.*** (Emphasis added).

14 The Court further finds that the Notice fully satisfies Rule 23 of the
15 Federal Rules of Civil Procedure and the requirements of due
16 process; provided, that the Parties, by agreement, may revise the
17 Notice, the Claim Form, and other exhibits to the Stipulation, in ways
18 that are not material or ways that are appropriate to update those
19 documents for purposes of accuracy.

19 (c) In the *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and*
20 *Products Liability Litigation*, Case No. 17-md-02777-EMC (N.D. Cal.), in the Court’s February
21 11, 2019 Order, the Honorable Edward M. Chen ruled:

22 [In addition] the Court finds that the language of the class notices
23 (short and long-form) is appropriate and that the means of notice –
24 which includes mail notice, electronic notice, publication notice, and
25 social media “marketing” – is the “best notice . . . practicable under
26 the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc.
27 Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice,
28 opt-outs, and objections). The Court notes that the means of notice
 has changed somewhat, as explained in the Supplemental Weisbrot
 Declaration filed on February 8, 2019, so that notice will be more
 targeted and effective. See generally Docket No. 525 (Supp. Weisbrot
 Decl.) (addressing, inter alia, press release to be distributed via
 national newswire service, digital and social media marketing

1 designed to enhance notice, and “reminder” first-class mail notice
2 when AEM becomes available).

3 (d) On June 26, 2018, in his Order granting preliminary approval of the settlement in
4 *Mayhew v. KAS Direct, LLC, et al.*, Case No. 16-cv-6981 (VB) (S.D.N.Y.), The Honorable
5 Vincent J. Briccetti ruled:

6 In connection with their motion, plaintiffs provide the declaration of
7 Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC,
8 which will serve as the notice and settlement administrator in this
9 case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot,
10 he has been responsible for the design and implementation of
11 hundreds of class action administration plans, has taught courses on
12 class action claims administration, and has given testimony to the
13 Judicial Conference Committee on Rules of Practice and Procedure
14 on the role of direct mail, email, and digital media in due process
15 notice. Mr. Weisbrot states that the internet banner advertisement
16 campaign will be responsive to search terms relevant to “baby wipes,
17 baby products, baby care products, detergents, sanitizers, baby
18 lotion, [and] diapers,” and will target users who are currently
browsing or recently browsed categories “such as parenting,
toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18).
According to Mr. Weisbrot, the internet banner advertising campaign
will reach seventy percent of the proposed class members at least
three times each. (Id. ¶ 9). Accordingly, the Court approves of the
manner of notice proposed by the parties as it is reasonable and the
best practicable option for confirming the class members receive
notice.

19 (e) A comprehensive summary of judicial recognition Angeion has received is attached
20 hereto as **Exhibit A**.

21 8. By way of background, Angeion is an experienced class action notice and claims
22 administration company formed by a team of executives that have had extensive tenures at five
23 other nationally recognized claims administration companies. Collectively, the management team
24 at Angeion has overseen more than 2,000 class action settlements and distributed over \$10 billion
25 to class members. The executive profiles as well as the company overview are available at
26 http://www.angeiongroup.com/our_team.htm.

27 9. This declaration will describe the notice program that we will implement in this matter,
28 including the considerations that informed the development of the plan and why it will provide Due

1 Process of Law to the Class. In my professional opinion, the Notice Plan described herein is the
2 best practicable notice under the circumstances and fulfills all due process requirements as well as
3 the Northern District of California's revised Procedural Guidance for Class Action Settlements.

4 **SUMMARY OF THE NOTICE PROGRAM**

5 10. The Notice Program is the best notice that is practicable under the circumstances, fully
6 comports with due process, Fed. R. Civ. P. 23, and the Northern District's Procedural Guidance for
7 Class Action Settlements. It provides individual notice via email to all potential Class Members who
8 can be identified in the Defendant's records, combined with a national press release. The Notice
9 Program also includes an informational website and toll-free telephone line where Class Members
10 can learn more about their rights and responsibilities in the litigation. In short, the Notice Program
11 is the best notice that is practicable under the circumstances and exceeds many notice campaigns
12 routinely approved in other, similar settlements.

13 **CLASS DEFINITION**

14 11. The "Settlement Class" here is defined as follows: means all persons residing within the
15 United States who: (1) had a consumer Google+ account for any period of time between January 1,
16 2015 and April 2, 2019; and (2) had their non-public Profile Information exposed as a result of the
17 software bugs Google announced on October 8, 2018 and December 10, 2018. Excluded from the
18 Settlement Class are: (1) Google, and its officers, directors, employees, subsidiaries, and Google
19 Affiliates; (2) all judges and their staffs assigned to this case and any members of their immediate
20 families; (3) the Parties' counsel in this litigation; and (4) any Excluded Class Member.

21 **NOTICE PURSUANT TO 28 U.S.C. § 1715**

22 12. Pursuant to 28 U.S.C. § 1715, Angeion shall cause notice of the settlement to be sent to the
23 appropriate state and federal officials as required by the Class Action Fairness Act.

24 **DIRECT NOTICE**

25 13. The direct notice effort in this matter will consist of sending individual email notice to all
26 potential Class Members who can be identified via the records of the Defendant. Angeion will work
27 closely with Defendant to determine the most efficient way to send the emails, whether via
28 Angeion's processes, or via email notices sent directly from Defendant to potential Class Members.

1 14. In the event that Defendant independently sends the notices, Angeion will both advise on
2 the design of the email itself and monitor the distribution's results to confirm via a report to this
3 court, detailing how many email addresses were "undeliverable" or resulted in a "bounce-back" and
4 other agreed upon metrics, such that Angeion can opine on the sufficiency of the email campaign.

5 15. If the Defendant does not independently send the email notices and Angeion is tasked with
6 effectuating the email campaign, Angeion will employ the following best practices to increase the
7 deliverability rate of the email notice.

8 16. As an initial matter, Angeion designs the email notice to avoid many common "red flags"
9 that might otherwise cause a potential Settlement Class Members' spam filter to block or identify
10 the email notice as spam. For instance, Angeion does not include the Claim Form or Long Form
11 Notice as an attachment to the email notice, because attachments are often interpreted by various
12 Internet Service Providers ("ISP") as spam. Rather, in accordance with industry best practices,
13 Angeion includes a link to all operative documents so that Class Members can easily access this
14 information.

15 17. Angeion also accounts for the real-world reality that some emails will inevitably fail to be
16 delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is
17 complete, Angeion, after an approximate 24-72-hour rest period, —which allows any temporary
18 block at the ISP level to expire—causes a second round of email noticing to continue to any email
19 addresses that were previously identified as soft bounces and not delivered. In our experience, this
20 minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes
21 delivery.

22 18. At the completion of the email campaign, Angeion will report to the Court concerning the
23 rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the
24 Court will possess a detailed, verified account of the success rate of the entire direct notice campaign
25 whether that campaign is undertaken by Angeion directly or by Google.

26 19. In summary, the direct notice effort in this matter is robust, sending individual notice to the
27 e-mail addresses that have been identified via the defendant's records as potentially being a class
28 member in this action.

1 **PUBLICATION NOTICE**

2 20. Angeion will cause a press release to be distributed over the general national circuit on PR
3 Newswire to further diffuse news of the settlement. This distribution will help garner “earned
4 media” separate and apart to supplement the direct notice efforts outlined herein which will lead to
5 increased class member awareness and claims filing activity.

6 **RESPONSE MECHANISMS**

7 21. The Notice Program will also implement the creation of a case-specific website, where Class
8 Members can easily view general information about this class action Settlement, review relevant
9 Court documents, and view important dates and deadlines pertinent to the Settlement. The website
10 will be designed to be user-friendly and make it easy for Class Members to find information about
11 the case or file a claim. The website will also have a “Contact Us” page whereby Class Members
12 can send an email with any additional questions to a dedicated email address. Likewise, Class
13 Members will be able to file a claim directly on the website.

14 22. A toll-free hotline devoted to this case will be implemented to further apprise Class Members
15 of the rights and options in the Settlement. The toll-free hotline will utilize an interactive voice
16 response (“IVR”) system to provide Class Members with responses to frequently asked questions
17 and provide essential information regarding the Settlement. This hotline will be accessible 24 hours
18 a day, 7 days a week.

19 **PLAIN LANGUAGE NOTICE DESIGN**

20 23. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and-
21 -by presenting the information in plain language—understood by Class Members. The design of the
22 notices follow principles embodied in the Federal Judicial Center’s illustrative “model” notices
23 posted at www.fjc.gov. The notice forms contain plain-language summaries of key information
24 about Class Members’ rights and options pursuant to the Settlement. Consistent with normal
25 practice, prior to being delivered and published, all notice documents will undergo a final edit for
26 accuracy.

27 24. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be
28 written in “plain, easily understood language.” Angeion Group maintains a strong commitment to

1 adhering to this requirement, drawing on its experience and expertise to craft notices that effectively
2 convey the necessary information to Class Members in plain language.

3 **CONCLUSION**

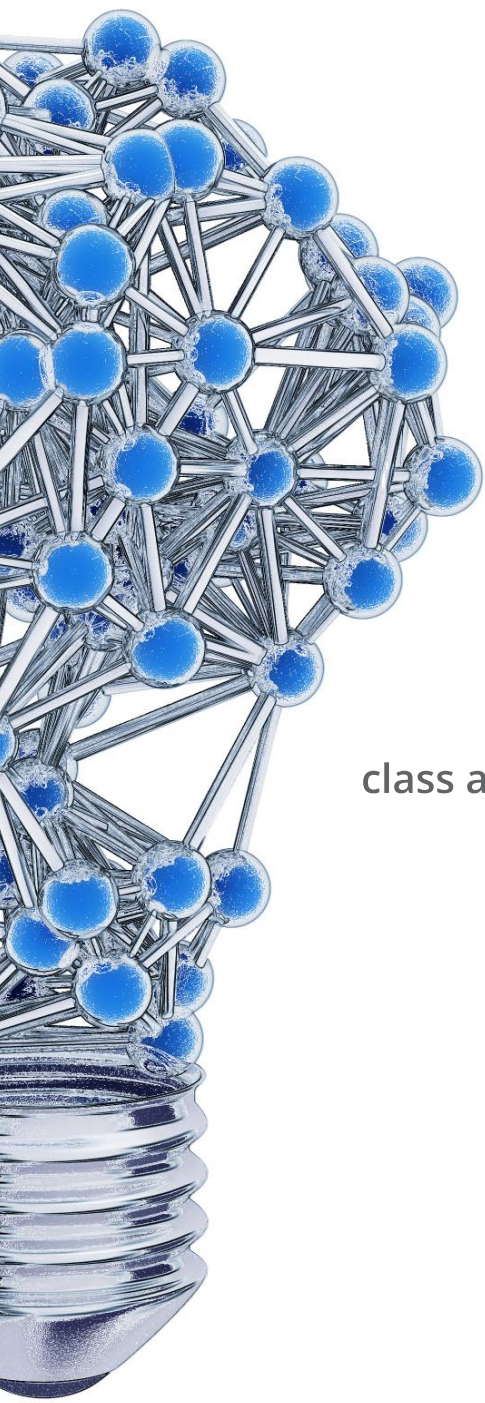
4 25. The Notice Program outlined above includes direct notice to all reasonably identifiable
5 potential Settlement Class Members. Further, the Notice Program includes a national press release,
6 coupled with the implementation of a dedicated Settlement Website and toll-free hotline to further
7 inform Class Members of their rights and options in the litigation.

8 26. In my opinion, the Notice Plan will provide full and proper notice to Settlement Class
9 Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that Notice
10 Program is the best notice that is practicable under the circumstances, fully comports with due
11 process, Fed. R. Civ. P. 23, and the Northern District's Procedural Guidance for Class Action
12 Settlements. After the Notice Plan has concluded, Angeion will provide a final report verifying its
13 effective implementation.

14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct. Executed January 6, 2020 in Parkland, Florida.

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17 
18 STEVEN WEISBROT
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Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

Last Updated: November 6, 2019



PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such



notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to



select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by

the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.





IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.



ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].



FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court



finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.